

**AGENDA**

*The City of Hardin  
406 N. Cheyenne Avenue  
Hardin, MT 59034*

**November 20, 2018**

**PUBLIC HEARING at 7:00 p.m. – CDBG Sponsorship for Application**

**MEETING CALLED TO ORDER AT 7:30 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Mayor: \_\_\_\_\_

Alderspersons: Karen Molina \_\_\_\_\_  
Harry Kautzman \_\_\_\_\_

Clayton Greer \_\_\_\_\_  
Jeremy Krebs \_\_\_\_\_

Tony Maxwell \_\_\_\_\_  
Riley Ramsey \_\_\_\_\_

**CONSENT AGENDA:**

Council Meeting & Public Hearing 11/06  
Law Enforcement 11/06

Closed Meeting 11/06  
Claims

**PUBLIC COMMENT:**

**MAYOR:**

**COMMITTEE REPORTS:**

- **Personnel Committee/City Policy:** Mayor
- **Sewer & Water:** Maxwell
- **Law Enforcement:** Ramsey
- **Streets & Alleys:** Kautzman
- **Parks & Playgrounds:** Krebs
- **Finance/Landfill:** Greer
- **Resolution and Ordinances:** Molina

**SPECIAL COMMITTEES:**

**PETITIONS & COMMUNICATIONS:**

- Safe Routes To Parks

**UNFINISHED BUSINESS:**

- Copier quotes

**NEW BUSINESS:**

- Two Rivers Authority – Budget
- Hardin Volunteer Fire Department – Fireworks request 12/7/18
- City County Planning Board reappointment
- Cloud Hosting

**STAFF REPORTS**

- **Public Works:**
- **Finance:** Tax Comparison
- **Legal:**
- **Economic Development:**

**RESOLUTIONS & ORDINANCES:**

Resolution NO. 2181 – Convey Real Property to Cannon Transportation  
Other Documents: Sell and Buy Agreement Quitclaim Deed

Resolution NO. 2182 – Authorizing submission of a CDBG Grant Application on Behalf of the Big Horn Hospital Association

Resolution NO. 2183 – To Partially Refund Assessment for Solid Waste Services

**ANNOUNCEMENTS:**

Employee Anniversary – Jim Kuntz, 5 years

City of Hardin offices will be closed Thursday, November 22<sup>nd</sup> for Thanksgiving Holiday.

**Meeting adjourned at \_\_\_\_\_ P.M.**

*Additions to the Agenda can be voted on by Council to add to the Agenda for the next Council meeting.  
Agenda items will need to be submitted by Thursday noon before a Tuesday Council meeting.*

MAYOR  
Joe Purcell



PUBLIC WORKS DIRECTOR  
Rock Massine  
FINANCE OFFICER/CITY CLERK  
Michelle Dyckman

## Notice of Public Hearing CDBG Sponsorship for Application

The City of Hardin will hold a public hearing on Tuesday, November 20, 2018 at 7:00 p.m. in Council Chambers at 401 North Cheyenne Avenue, Hardin, Montana 59034 for the purpose of obtaining public comments regarding a proposed application to the Montana Department of Commerce's Community Development Block Grant (CDBG) Program for the Big Horn County Memorial Hospital Renovation and Equipment Replacement Capital, located at 17 North Miles Avenue, Hardin MT 59034. At the public hearing, the proposed project will be explained, including the purpose and proposed area of the project, activities, budget, possible sources of funding, and there are not any costs that may impact local citizens as a result of the project. All interested persons will be given the opportunity to ask questions and to express their opinions regarding this proposed project. Comments may be given orally at the hearing or submitted in writing before 3:00 p.m. on November 20, 2018. Anyone who would like more information or who wants to submit questions or comments should contact Michelle Dyckman, Finance Officer/City Clerk, (406) 665-9293. A copy of the application to be submitted for funding the project is available for review at City Hall, 406 North Cheyenne Avenue, Hardin, Montana 59034 during regular office hours.

To be published 11/8 and 11/15

**THE COMMON COUNCIL  
CITY of HARDIN, MONTANA**

**PUBLIC HEARING:** Public Hearings for the CDBG – **Community Needs Assessment** was opened at 7:00 p.m. by Mayor Purcell.

Present at the Hearing were:

Council Members: Harry Kautzman, Clayton Greer, Tony Maxwell, Karen Molina, Riley Ramsey, and Jeremy Krebs.

City Staff: Finance Officer/City Clerk Michelle Dyckman, Public Works Director Rock Massine, Deputy City Clerk Angela Zimmer, City Attorney Jordan Knudsen, and several members of the public were also present.

Mayor Purcell provided an overview of the Community Needs Assessment. The Community Development Block Grant (CDBG) process requires two public hearings, the first hearing identifies the options. The second Public Hearing addresses the proposed grant application. The floor was opened for public comment.

Cory Kenney began by reporting he has a lot of ideas that need funding. He suggested to have a bulletin board where “eyesores” in the City could be posted. He feels that the problems may be corrected so the picture could be removed. He suggested for a community decay fund to be implemented so that it could be used to correct things, alley clean up could be done four to six times a year, and a suggestion box could be used for residents to make suggestions, not to just put in complaints, but have suggestions to address issues. Kenney also reiterated the City would benefit from investing in an asphalt zipper. He suggested the City hire a tree specialist to educate residents on how to save their trees from diseases. He also suggested to work with the County by taking the “street people” home instead of just taking them to the edge of town. He would like to see the county market fun days be extended.

Bill Hodges, Foundation Director of the Big Horn Memorial Hospital Association, reported the three things that are needed for community sustainability are law enforcement, schools, and a healthcare entity. The hospital renovation is an investment for the community.

Mayor Purcell reported there is a need for affordable housing in the community.

Jeff McDowell pointed out two issues, one is housing and the other is sidewalks, or the lack thereof.

The Public Hearing was adjourned at 7:18 p.m.

**COUNCIL MEETING:** The Regular Council Meeting for November 6, 2018 was called to order at 7:30 p.m. with Mayor Joe Purcell presiding by reciting the Pledge of Allegiance.

The following Aldermen were present: Harry Kautzman, Clayton Greer, Tony Maxwell, Karen Molina, Riley Ramsey, and Jeremy Krebs.

Also present: Finance Officer/City Clerk Michelle Dyckman, Public Works Director Rock Massine, Deputy City Clerk Angela Zimmer, City Attorney Jordan Knudsen and several members of the public.

**MINUTES OF THE PREVIOUS MEETINGS & CLAIMS:** Kautzman made the motion to approve the Council and Committee minutes as written for October 16, 2018 and Special Council minutes as written for October 22, 2018. Motion seconded by Greer. On a voice vote the motion was approved. (5/0) Molina abstained.

Greer made a motion to approve the claims:

	CLAIM No.	Monthly Total
October, 2018	23778 - 23820	
	23844 - 23851	\$ 97,327.19
November, 2018	23821 - 23843	\$ 3,058.00
Transfer funds	23778	\$ (3,386.27)
<b>Claims Total (Expenditures)</b>		<b>\$ 96,998.92</b>
		<b>\$ 3,386.27</b>
October, 2018 Payroll		\$ 124,458.28
<b>TOTAL Submitted</b>		<b>\$ 224,843.47</b>

Maxwell seconded. On a voice vote the motion was unanimously approved.

Dyckman reviewed the Pledge Report and asked for Council approval. Kautzman motioned for approval. Krebs seconded. On a voice vote the motion was unanimously approved.

**PUBLIC COMMENT:**

Laurie Tschetter spoke for the Golden Bridge Chinese Restaurant. The charges on their tax bill for solid waste have gone up. They currently have one garbage can and don't know where the other can went. Massine noted it is being looked into. Cory Kenney asked if one can was enough.

Hodges reported the hospital recently took part in National Operation Shakeout. This is when the hospital tests emergency scenarios with the schools and County. He invited the City to participate in the exercise. Also, Hodges extended a thank you to the City for plowing the snow on the emergency access routes around the hospital in January before he even had time to make the request.

**MAYOR:**

Mayor Purcell reported there is a possibility of economic development in the Industrial Park. The City of Hardin was nominated for the television show Small Business Revolution. If the City is selected, they would sponsor six businesses and help revitalize the town.

**COMMITTEE REPORTS:**

**Personnel Policy/City Policy:**

Mayor Purcell reported the City is still working on certification at the Waste Water Treatment Plant.

**Sewer & Water:**

Maxwell reported the cathodic protection was repaired in the hill tank and it is expected to be filled this week.

**Law Enforcement:**

Ramsey reported the committee discussed the counter proposal for Law Enforcement that was received from the County. They proposed to accept a one year increase of \$13,500 and come back to renegotiate after year one. There will be another Law Enforcement committee meeting scheduled.

**Streets & Alleys:**

Kautzman noted Kenney's request to have Alley Clean up more times a year is a good idea. The streets are being swept to clear leaves.

**Parks & Playgrounds:**

Massine reported park restrooms are closed.

**Finance/Landfill:**

Greer reported the City is in negotiations with the County regarding landfill services.

**SPECIAL COMMITTEES:**

**PETITIONS & COMMUNICATIONS:**

Mayor Purcell reported the City received information from the Government Finance Officers Association and from the Southeastern Montana Tobacco Use Prevention Program (SEMTUPP).

**UNFINISHED BUSINESS:**

Mayor Purcell asked for a motion to table decisions regarding Law Enforcement negotiations. Kautzman motioned for approval. Greer seconded. On a voice vote the motion was unanimously approved.

**NEW BUSINESS:**

Mayor Purcell reported Rose Mercier has requested the closure of the 200 block of Center Avenue and for the electricity to be available in the Plaza on December 7<sup>th</sup> for the Christmas Stroll. Molina motioned to approve the request. Ramsey seconded. On a voice vote the motion was unanimously approved.

Cal Cumin, Planning Advisor with the City-County Planning Board (CCPB), reviewed the Montana Main Street Program Application for Planning & Project Grant Funding. The grant would provide \$20,000 that would be dedicated to downtown and requires a local match of \$5,000 that would be paid by the CCPB. Ramsey asked who decides where the planning grant money is spent. Cumin responded there would be public hearings so the community would be involved. Krebs motioned to approve for the grant application to be submitted. Maxwell seconded. On a voice vote the motion was unanimously approved.

Massine asked Council to approve the highest bids for the equipment in the Invitation to Bid. Ramsey motioned to approve the request. Molina seconded. On a voice vote the motion passed. (5/0) Greer abstained.

Dyckman reported there was a bid of \$25,000 for the property at 705 W. 4<sup>th</sup> Street. Greer noted the property has been for sale for some time. Molina motioned to approve the bid. Ramsey seconded. On a voice vote the motion was unanimously approved. Knudsen added there will be a Resolution, buy sell agreement, and quit claim deed ready for the next meeting.

Mayor Purcell reported Barry Damschen Consulting, LLC is asking for approval of Amendment No. 19 for The City of Hardin Landfill Engineering Consulting Services. Greer motioned to approve the contract. Maxwell seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reported the Community Development Block Grant Program (CDBG) process requires prioritizing of projects. Kautzman motioned to approve the Big Horn Hospital Association as first priority and the Waste Water Treatment Plant Upgrades as the second priority. Greer seconded. On a voice vote the motion was unanimously approved.

The landfill agreement with Northern Cheyenne Development Corporation expires in December. Kautzman motioned to approve the agreement proposal for landfill services in 2019. Greer seconded. On a voice vote the motion was unanimously approved.

Massine reported Stahly Engineering asked the City to consider charging new development review fees. Stahly would help the City evaluate the best assessment method for the review fees. Kautzman motioned to approve for Massine to pursue the consideration. Molina seconded. On a voice vote the motion was unanimously approved.

Mayor Purcell reported an application for a mobile home inspection was submitted by Autumn Ellsworth. Council discussed the items listed in the inspection report and pointed out other concerns. Krebs asked if the wiring was aluminum. It could not be confirmed. Ramsey motioned to deny the application. Krebs seconded. Greer suggested the applicant could reapply if upgrades were made, but if the wiring is aluminum it cannot be approved. On a voice vote the motion was unanimously approved.

Dyckman requested permission to continue to look for a new copier for the administrative office. Maintenance agreements will be researched for cost comparison. Krebs asked if it would cost too much to repair the free copier that was recently received. Dyckman reported it does not have a fax and it does have a lag time. She will research more options.

Dyckman reviewed cost allocations and asked Council for approval to move forward with the allocation changes. Greer motioned to approve the request. Maxwell seconded. On a voice vote the motion was unanimously approved.

**STAFF REPORTS:**

**Public Works:**

Massine reported the City is cleaning ditches and cleaning the Thompson property.

**Finance:**

Dyckman reviewed water and sewer rate analyses. The information can be used to restructure rates.

Dyckman reviewed September financial reports.

**Legal:**

Knudsen asked Council for permission to forward a draft agreement to Big Horn County for landfill services. Council approved the request.

**Economic Development:**

McDowell reported there was surveying in Industrial Park.

**RESOLUTIONS & ORDINANCES:**

**Ordinance NO. 2018-12: Regarding Items Prohibited in Garbage Receptacles.** Kautzman motioned to approve the second reading of the ordinance. Ramsey seconded. On a voice vote the motion was unanimously approved.

**ANNOUNCEMENTS:**

Mayor Purcell reported Daylight Savings Time ended November 4<sup>th</sup> and City of Hardin offices will be closed Monday, November 12<sup>th</sup> in Honor of Veteran's Day.

The meeting closed at 8:51 p.m. to discuss personnel and legal litigation.

Kautzman motioned to adjourn the meeting. Ramsey seconded. The meeting adjourned at 9:02 p.m.

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**Joe Purcell, Mayor**

**ATTEST:**

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**Michelle Dyckman, Finance Officer/City Clerk**

## **City of Hardin**

### **Law Enforcement Committee Meeting**

November 6, 2018

The Law Enforcement Committee Meeting began at 6:30 p.m. In attendance were Committee members Riley Ramsey, Tony Maxwell, and Harry Kautzman. Council members Clayton Greer and Jeremy Krebs, and Mayor Joe Purcell were also present. City Staff members present were Finance Officer/City Clerk Michelle Dyckman, Public Works Director Rock Massine, Deputy City Clerk Angela Zimmer, and City Attorney Jordan Knudsen, and several members of the public.

#### **Public Comment:**

Jeff McDowell, Two Rivers Authority Executive Director, provided a proposal to open the detention center. Debbie Winburn asked if they would try to bring in the County and if so it would help to have them involved. Kautzman noted election results may determine the course of action.

Ramsey reported the County proposed to accept a one year increase of \$13,500 and come back to renegotiate after year one. Krebs voiced he was not interested in a one year contract. The committee agreed to schedule another meeting.

The meeting adjourned about 7:01 p.m.

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Riley Ramsey, Committee Chairman

ATTEST:

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Angela Zimmer, Deputy City Clerk

# City of Hardin

Submitted for Approval

November 20, 2018

	CLAIM No.		Monthly Total
October, 2018	28353, 2855 - 23858 23860 - 23866, 23870	\$	28,983.25
November, 2018	23852, 23854, 23859 23867 - 23869, 23871	\$	14,621.28
<b>TOTAL Submitted</b>		<b>\$</b>	<b>43,604.53</b>

## Claims or Expenditures over \$5,000

per Resolution #2064

Vendor	Check #	Purpose	Amount
DESERT MOUNTAIN CORP	33374	ice slicer	5,091.24
SOLID WASTE SYSTEMS INC	33383	garbage truck repairs	7,597.47
<b>EXEMPT from Resolution 2064:</b>			
<b>NORTHWESTERN ENERGY</b>	<b>33370</b>	<b>electricity</b>	<b>16,904.71</b>

CITY OF HARDIN  
 Claims Report  
 For the Accounting Period: October, 2018

Vendor	Claim #	Check	Amount
KNIFE RIVER INC	CL 23853	33368	245.22
J P COOKE CO	CL 23855	33367	121.58
NORTHWEST PIPE FITTINGS	CL 23856	33369	92.50
NORTHWESTERN ENERGY	CL 23857	33370	16,904.71
UTILITIES UNDERGROUND LOC. CTR.	CL 23858	33371	61.23
BIG HORN COUNTY TREASURER	CL 23860	33372	461.50
BIG HORN HOSPITAL ASSOCIATION	CL 23861	33373	25.00
DESERT MOUNTAIN CORP	CL 23862	33374	5,091.24
DIS TECHNOLOGIES	CL 23863	33375	843.00
KOIS BROTHERS EQUIPMENT CO.	CL 23864	33376	903.63
REPUBLIC SERVICES #892	CL 23865	33377	499.70
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 23866	33378	750.00
FIRST INTERSTATE BANK	CL 23870	33382	2,983.94
			<b>28,983.25</b>

For the Accounting Period: November, 2018

Vendor	Claim #	Check	Amount
BIG SKY TIRE & SERVICE CO LLC	CL 23852	33364	3,220.00
COLJ	CL 23854	33365	600.00
HARDIN CONCRETE & CONSTR LLC	CL 23859	33366	1,860.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 23867	33379	345.00
NORMONT EQUIPMENT CO.	CL 23868	33380	827.81
WESTERN OFFICE EQUIPMENT INC	CL 23869	33381	171.00
SOLID WASTE SYSTEMS INC	CL 23871	33383	7,597.47
			<b>14,621.28</b>

CITY OF HARDEN  
Check Report  
For the Accounting Period: October, 2018

Vendor	Claim #	Check	Amount
BIG SKY TIRE & SERVICE CO LLC	CL 23852	33364	3,220.00
COLJ	CL 23854	33365	600.00
HARDIN CONCRETE & CONSTR LLC	CL 23859	33366	1,860.00
J P COOKE CO	CL 23855	33367	121.58
KNIFE RIVER INC	CL 23853	33368	245.22
NORTHWEST PIPE FITTINGS	CL 23856	33369	92.50
NORTHWESTERN ENERGY	CL 23857	33370	16,904.71
UTILITIES UNDERGROUND LOC. CTR.	CL 23858	33371	61.23
BIG HORN COUNTY TREASURER	CL 23860	33372	461.50
BIG HORN HOSPITAL ASSOCIATION	CL 23861	33373	25.00
DESERT MOUNTAIN CORP	CL 23862	33374	5,091.24
DIS TECHNOLOGIES	CL 23863	33375	843.00
KOIS BROTHERS EQUIPMENT CO.	CL 23864	33376	903.63
REPUBLIC SERVICES #892	CL 23865	33377	499.70
MONTANA MUNICIPAL INTERLOCAL AUTHORITY	CL 23866	33378	750.00
STAHLY ENGINEERING & ASSOCIATES INC	CL 23867	33379	345.00
NORMONT EQUIPMENT CO.	CL 23868	33380	827.81
WESTERN OFFICE EQUIPMENT INC	CL 23869	33381	171.00
FIRST INTERSTATE BANK	CL 23870	33382	2,983.94
SOLID WASTE SYSTEMS INC	CL 23871	33383	7,597.47
			<b>43,604.53</b>

Sent: Thursday, November 15, 2018 6:30 AM

**Subject:** Reminder: Safe Routes to Parks Activating Communities Program Now Accepting Applications for 2019 Grantees

[View this email in your browser](#)

  
**SAFE**  
ROUTES TO  
**PARKS**  
ACTIVATING  
COMMUNITIES



Apply by December 10



The Safe Routes to Parks Activating Communities program is now accepting applications for awards for eleven grantee communities in 2019. The Safe Routes to Parks Activating Communities program provides tailored technical assistance for eleven communities to develop Safe Routes to Parks action plans and awards \$12,500 to each community to begin implementation of those plans.



Watch a video about how Safe Routes to Parks grantee Zyp BikeShare conducted a tactical urbanism event to build support for better bike connections to a local park in Birmingham, AL.

From February through September 2019, the Safe Routes to School National Partnership will provide training, individualized consultation and technical assistance, peer community learning exchanges, an in-person workshop in their community, and grants of \$12,500 each to develop and begin to implement Safe Routes to Parks action plans. At the end of the grant period, awardees will have a customized action plan to improve safe, equitable local park access that includes ideas for how to fund and sustain their efforts and will have implemented at least one action from the plan.

## COPIER QUOTES

Maintenance based on 3,000 copies per month

### Midland Office

						monthly	annually
B&W	Sharp MX-M5050	50 ppm	\$ 6,191.00	Maintenance	\$ 0.0073	\$ 21.90	\$ 262.80
B&W	Sharp MX-M6050	60 ppm	\$ 6,766.00		\$ 0.0070	\$ 21.00	\$ 252.00
Color	Sharp MX-M5050V	50 ppm	\$ 7,898.50				
Color	Sharp MX-M6050V	60 ppm	\$ 8,762.50				

### J&H INC

						monthly	annually
B&W	SAVIN MP 5055SP	50 ppm	\$ 7,587.00	Maintenance	\$ 0.0090	\$ 27.00	\$ 324.00
B&W	SAVIN MP 6055SP	60 ppm	\$ 8,847.00		\$ 0.0090	\$ 27.00	\$ 324.00
Color	SAVIN MP C4504ex	45 ppm	\$ 9,322.00		\$ 0.0650	\$ 195.00	\$ 2,340.00
Color	SAVIN MP C6004ex	60 ppm	\$ 11,380.00		\$ 0.0650	\$ 195.00	\$ 2,340.00

### Peterson Quality Office

						monthly	annually
B&W	Konica Minolta Bizhub 458e (2000 sheet)	45 ppm	\$ 6,995.00	Maintenance	\$ 0.0080	\$ 24.00	\$ 288.00
B&W	Konica Minolta Bizhub 458e (4-500 sheet)	45 ppm	\$ 6,795.00		\$ 0.0080	\$ 24.00	\$ 288.00
Color	Toshiba e-Studio 3515ac (2000 sheet)	35 ppm	\$ 8,637.00	B&W	\$ 0.0100	\$ 30.00	\$ 360.00
Color	Toshiba e-Studio 3515ac (4-500 sheet)	35 ppm	\$ 8,726.00	Color	\$ 0.0530	\$ 159.00	\$ 1,908.00



PO Box 324  
Hardin MT 59034-0324  
Phone: (406) 529-0113  
Email: [js.mcdowell@yahoo.com](mailto:js.mcdowell@yahoo.com)  
[www.tworiversauthority.org](http://www.tworiversauthority.org)

November 6, 2018

Hardin City Council  
406 N. Cheyenne Ave.  
Hardin MT 59034

To the Council:

On behalf of the Two Rivers Authority Board of Commissioners, <sup>are</sup> we requesting funding for the remainder of fiscal 2019 in the amount of \$37,500. This amounts to \$12,500 quarterly.

We are aware of a certain amount of criticism of Two Rivers Authority for a perceived lack of apparent economic development in Hardin, particularly in regard to the Hardin Industrial Park. We would like to note, however, that it has been extremely difficult to pursue any meaningful economic development effort with the limited funding we have received. It has also been a difficult task because of the time and effort we have been forced to devote to bringing the Detention Facility into operation.

We have proposed to Mayor Purcell that one way to jump-start an economic-development effort in Hardin and Big Horn County is for the City to agree to a law-enforcement contract with Big Horn County with the stipulation that the County utilize the Detention Facility and sublease the secure beds in excess of its own requirements. We have attached a draft budget for Two Rivers Authority and a financial projection we feel shows that the arrangement would more than compensate the Bondholders, Two Rivers Authority, the City and the County. We feel this proposal is a win for everyone.

As an alternative to more fully funding Two Rivers Authority, we respectfully request funding for Fiscal Year 2019 equivalent to the 2.5 mill permissive levy.

This funding, at the very least, will allow Two Rivers Authority to purchase professional liability insurance for the Board, Workmen's Compensation insurance for its employee and pay its assessment to Beartooth Resource Conservation & Development District.

We have been making incremental progress in marketing the Hardin Industrial Park. More tenants will result in additional tax revenue to the City to help service the debt related to the Industrial Park and the continued buildout of infrastructure, which in turn will make the Industrial Park more attractive to additional potential tenants.

We are also pursuing other funding sources, including cash flow from Detention Facility operations, to service our debt and provide modest revenue to Two Rivers Authority. In particular, we continue to pursue grant funding to improve rail service into the Industrial Park, which should enhance our ability to attract tenants.

We appreciate past funding provided by the City and look forward to generating a return on the City's investment.

Best regards,

Jeffrey S. McDowell  
Executive Director  
Two Rivers Authority

cc: Two Rivers Authority Board of Commissioners

Two Rivers Authority  
Fiscal Year ending June 30, 2019  
DRAFT 16-Aug-2018

Budget  
2018-2019

<b>Cash Carryover</b>	<hr/>	-
<b>Revenues:</b>		
City of Hardin		37,500
<b>Total Revenues &amp; Cash Carryover</b>	<hr/>	<b>37,500</b>
<b>Expenses:</b>		
Bank Charges		120
Dues (Beartooth)		2,000
Insurance (Board E&O)		2,000
Mileage/meals		1,800
Telephone/Internet		1,320
Payroll		22,500
Payroll taxes		3,500
W/C insurance		1,000
Reserve/operating supplies		3,260
<b>Budgeted office operating expenses</b>	<hr/>	<b>37,500</b>

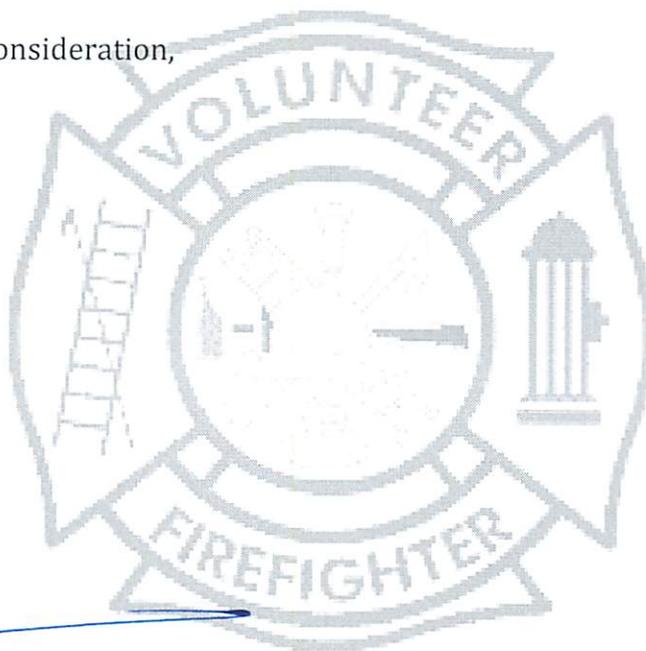
# HARDIN VOLUNTEER FIRE DEPARTMENT

Chief Joe Connelly

Assistant Chief Shannon Albert

The Hardin Volunteer Fire Department is requesting approval to light fireworks off at the 2018 Christmas stroll December 7, 2018. We have lit off fireworks at the event for the past few years and would like to continue with that Tradition.

Thank you for your consideration,



  
Joe Connelly  
Chief

**Jeffrey S. McDowell**

PO Box 150  
Hardin MT 59034-0150  
406-529-0113  
[js.mcdowell@yahoo.com](mailto:js.mcdowell@yahoo.com)

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November 6, 2018

The Honorable Joe Purcell, Mayor  
City of Hardin  
406 N. Cheyenne Ave.  
Hardin MT 59034

Mayor Purcell:

Please accept this as my letter of interest in re-appointment to a full term on the City-County Planning Board.

As a past (and now current) member of the CCPB, I am acquainted with the issues and processes involved. I believe my past participation and expertise in economic development will be a valuable contribution. I have resided within the City limits for more than eight years and have been very active in the community during that time.

Despite my prior absence from the CCPB, I continued to work with the CCPB staff planner on projects in Hardin in the interim. During my current truncated appointment, I feel I have been able to rejoin the formal process in a fairly seamless manner.

Again, I believe my experience and expertise will be a valuable addition to the CCPB. Thank you for your consideration.

Regards,



Jeffrey S. McDowell

## OFFSITE STORAGE

### Vendor

	Annually	Notes
Black Mountain	\$ 3,345.00	Black Mountain only
Carbonite	\$ 600.00	includes 500 GB
DIS	\$ 2,750.00	
State of Montana	\$ 83.16	
VisionNet	\$ 600.00	data storage
	\$ 34.65	transfer fee based on size of data

**Based on \$100,000 home on a 7,000 sq. ft. lot**

	2016	2017	2018	Increase/ (Decrease) 2017 to 2018	% Increase
Market Value	100,000.00	100,000.00	100,000.00	-	0%
Taxable Value	1,350.00	1,350.00	1,350.00	-	0%
<b>Statement</b>	<b>1,138.42</b>	<b>1,215.87</b>	<b>1,255.51</b>	<b>39.64</b>	<b>3%</b>
<b>Breakdown:</b>					
	Taxes	Taxes	Taxes	Increase/ (Decrease)	% Increase 2017 to 2018
County	151.89	179.01	186.43	7.42	4%
School	458.74	513.84	529.74	15.90	3%
City	235.26	220.56	224.94	4.38	2%
			<i>compared to 2016</i>		<i>-4%</i>
Other	12.42	12.11	12.74	0.63	5%
<b>Taxes Total</b>	<b>858.31</b>	<b>925.52</b>	<b>953.85</b>	<b>28.33</b>	<b>3%</b>
Mosquito	40.00	40.00	40.00	-	0%
Street Maintenance	54.84	60.33	66.36	6.03	10%
Solid Waste	127.00	127.00	130.00	3.00	2%
Light #54	54.95	60.45	62.26	1.81	3%
SWCD	3.32	2.57	3.04	0.47	18%
<b>Total</b>	<b><u>1,138.42</u></b>	<b><u>1,215.87</u></b>	<b><u>1,255.51</u></b>	<b><u>39.64</u></b>	<b>3%</b>

**RESOLUTION NO. 2181**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO CONVEY REAL PROPERTY TO CANNON TRANSPORTATION.**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") owns certain real property that is no longer needed for servicing the City's needs;

WHEREAS, Montana Code Annotated § 7-8-4201 (2017) authorizes the City to sell real property owned by the City, provided that the sale is approved by a resolution or ordinance passed by a two-thirds majority vote of all members of the Council;

WHEREAS, the City previously offered real property for sale, to the highest responsible bidder and that Cannon Transportation, Incorporated was the highest bidder for the property located at 705 W. 4<sup>th</sup> Street.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARDIN, MONTANA:

The City shall enter into a Buy/Sell Agreement with Cannon Transportation for the sale of the real property located at 705 W. 4<sup>th</sup> Street, Hardin, Montana, otherwise described as Lots 7-11, Block 10, Highland Park Subdivision, City of Hardin, Section 23, Township 1S, Range 33E, M.P.M. for the purchase price of \$25,000.00.

The Council further resolves that the City shall convey the real property above by Quit Claim Deed, with no warranties.

The Council further resolves that employees of the City shall have the authority to make any actions necessary to effectively execute this resolution, for the resolution to have full effect.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this \_\_\_\_\_ day of November, 2018.

YEA VOTES \_\_\_\_\_

NAY VOTES \_\_\_\_\_

CITY OF HARDIN

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

## **AGREEMENT TO SELL AND BUY REAL PROPERTY**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of Hardin, a Montana Political Subdivision of 406 N. Cheyenne Ave., Hardin, Montana 59034 (hereinafter "Seller"), and Cannon Transportation, Inc., a Montana Corporation of 903 N. Crawford Avenue, Hardin, MT 59034 ("Buyer"). The date of this agreement shall be the date upon which the Seller executes the agreement.

FOR VALUABLE CONSIDERATION, THE SELLER AND THE BUYER AGREE AS FOLLOWS:

**1. Description of Real Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions stated in this Agreement, the following real property (the "Property" or the "Real Property"): That real estate in Big Horn County, Montana, more particularly described as follows:

Lots 7-11, Block 10, Highland Park Subdivision, City of Hardin, Montana, Section 23, Township 1S, Range 33E, Montana Principal Meridian

together with all appurtenances, improvements and fixtures (except as may be excluded below), and all water, water rights (however evidenced) and ditch rights appurtenant, and all mineral rights, if any, that is, all mineral rights, whether real or personal, of whatever nature or kind, in or to minerals in, on or under the lands which are the subject of this Agreement. "Minerals" or "mineral" as used herein shall include all substances which are now, or may in the future become, intrinsically valuable, that is, valuable in themselves aside from their location within the earth, and which are now or may be in the future enjoyed through extraction from the earth by all methods.

**2. Purchase Price.** The purchase price for the Property is twenty-five thousand U.S. Dollars (\$25,000.00). The price shall be payable in cash or certified funds as follows:

- (a) \$25,000.00 shall be paid at Closing by certified or cashier's check;

**3. Conditions of Conveyance**

- (a) Buyer accepts the property AS IS, with no representations of conditions above or below the surface.
- (b) Buyer accepts that any connections for water or sewer services are represented AS IS, and Buyer takes full responsibility for those connections, if any, and is responsible for the installation, repair, or replacement of any necessary connections for such services as any other property owner in the City of Hardin.

- (c) The Property is subject to the zoning regulations of the City of Hardin, and the Buyer accepts the Property subject to current zoning restrictions with no promises by or obligations of Seller that zoning restrictions will be altered, amended, or otherwise changed upon Buyer's application for such changes.
- (d) Buyer accepts that the Property may be subject to easements for public roads, ditch rights, and public utilities and agrees to take ownership subject to any and all public easements for roadways, ditches, and utilities.
- (e) Buyer accepts that the Property may be subject to assessments for City services and Special Assessments for improvements and agrees to take ownership subject to all such assessments, if any.
- (f) Buyer accepts that the Property may be subject to previous reservations of minerals, mineral rights, water rights, ditch rights, gravel rights, and Buyer is responsible for title research to determine any reservations of these interests.
- (g) Buyer will be responsible for all property taxes upon the date of closing, and thereafter.

4. **Closing.** Closing of this sale shall be held on or before \_\_\_\_\_ ("Closing Date") at the office of the Hardin City Attorney ("Closing Agent"), unless otherwise mutually agreed by the parties. Closing fees shall be limited to those incurred for title insurance, third party expenses, and recording fees and shall all be paid by Buyer.

5. **Contingencies.**

(a) Inspection. This Agreement is contingent upon Buyer's acceptance of the Property conditions identified through any inspections. Buyer agrees to acquire, at Buyer's expense, independent inspections from qualified inspectors of the Buyer's choice. Seller agrees to release Buyer from this Agreement upon written notice of Buyer's disapproval of the property condition upon inspection. Buyer enters into this Agreement in full reliance upon Buyer's independent investigation and judgment, and neither Seller nor Seller's agents or attorneys make any warranties or representations to Buyer about the Property except as specifically stated herein. There are no verbal or other agreements which modify or affect this Agreement. Specifically, without limiting the foregoing, the parties agree that the Seller has made no warranties or representations that any structures on the property are fit for human habitability, or that any water wells or systems on the property produce adequate water (whether regarding quality or quantity) to serve any structures on the Property.

Parties agree that if the Property does not pass an inspection to Buyer's satisfaction, Buyer has the right to withdraw from the Agreement.

6. **Deeds and Documents of Transfer and Assignment.** On or before the Closing Date, Seller shall execute and deliver to the Closing Agent or Buyer:

- (a) a Quit Claim Deed conveying merchantable fee simple title to the Real Property to the Buyer free and clear of all liens and encumbrances except those described in the preliminary title commitment, as approved by the Buyer; and
- (b) any and all other documents reasonably necessary to convey the Property to Buyer (all of the foregoing documents are collectively referred to as the “Conveyance Documents”).

7. **Due Diligence.** Buyer and Buyer’s agents shall have the right to conduct a “due diligence” inspection of the Property. Within ten days from the date hereof, to the extent any such records exist, Seller shall deliver to Buyer, without charge to Buyer, all engineering and architectural data and reports, all environmental and title reports, abstracts of title, and any other information in Seller’s possession that might aid Buyer’s feasibility study of the Real Estate. Seller hereby agrees that Buyer is granted access to the Real Estate as required to perform said studies and investigations, and Buyer shall have the right to disturb the soil and drill borings thereon. Buyer shall indemnify Seller against any claims, liens, liabilities or lawsuits arising from Buyer’s inspection activities, and further, in the event the Real Estate is disturbed or damaged in any way as a result of Buyer’s inspection activities and the Closing does not occur due to Buyer’s default hereunder, Buyers shall at its cost immediately restore the condition of the Real Estate as near as reasonably possible to that existing prior to entry by Buyer, which obligation shall survive the termination of this Agreement.

8. **Title Evidence.** Within a reasonable time after the execution of this Agreement, Buyer may seek a preliminary title commitment of an ALTA Standard Coverage Owners Title Insurance Policy in an amount equal to the purchase price. Should Buyer’s examination (at Buyer’s expense) of the preliminary title commitment disclose title irregularities that are unacceptable to Buyer, Buyer shall then deliver written notice of such irregularities to Seller on or before ten (10) days after the preliminary title commitment has been made available to Buyer. If, on the Closing Date, Seller has been unable to cure or remove any such title irregularities specified in the written notice, then this Agreement may be rescinded at the option of the Buyer by written notice to the Seller, in which event the Earnest Money and accrued interest shall be refunded to Buyer.

- (a) **Closing Logistics.** The Buyer and Seller anticipate that they may execute some or all of the Conveyance Documents and closing documents before the Buyer deposits the purchase price with the Closing Agent. In that event, the Closing Agent shall hold the documents in escrow, and complete the closing at such time (before the closing date set forth above) as the Buyers deposit the balance due with the Closing Agent.
- (b) **Owner’s Policy of Title Insurance.** Within a reasonable time after the Closing Date, Buyer may cause, at Buyer’s expense, an owner’s policy of title insurance to be issued to Buyer in accordance with the terms of this paragraph.
- (c) **No Condemnation Pending or Threatened.** Seller warrants and represents that there are no pending or threatened condemnation, eminent domain or similar proceedings

affecting the property or any portion thereof, nor does Seller have any knowledge that any such action is presently contemplated.

(d) No Leases or Other Obligations. There are no leases or installment notes payable for any items used in connection with the operation of the Property and there will be no operating or service contracts and agreements used in connection with the operation of the Property except as disclosed herein.

(e) No Special Assessments. No outstanding special assessments or special taxes are due on the Property, and Seller has no knowledge of any pending assessments affecting the Property to be sold and conveyed by Seller hereunder. Seller is not aware of the Property being subject to any deferred or rollback taxes on account of any change in zoning or land use classification of the Property.

(f) Due Authorization. All of the documents executed by Seller which are to be delivered to Buyer at Closing are, and at Closing will be: duly authorized, executed, and delivered by Seller; legal, valid, binding obligations of Seller; sufficient to convey title (if they purport to do so); and do not violate any provisions of any mortgage, agreement or undertaking to which Seller is a party or to which it is subject or by which Seller or any of its property, including the Property, may be bound or affected including partnership transfer restriction or corporate transfer restriction.

(g) No Judgments. That there are no judgments existing against Seller in any court of competent jurisdiction which constitute or might be construed to constitute a lien of any nature upon the Property and neither Seller nor any representative of Seller has received any notice or notices, either oral or written, nor has any knowledge of any action, suit or proceeding pending or threatened against or affecting the Property relating to or arising out of the operation, ownership, custody or control of the Property.

(h) Litigation. There are no legal actions, suits, or other legal or administrative proceedings, including condemnation cases, pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceedings, and there are no outstanding judgments against Seller or the Property.

(i) Compliance. Seller has received no notification from agencies responsible for the enforcement of fire, building and health codes, and other federal, state and local laws applicable to the Property or its operation that either the condition of the property or its operation is in violation of any such laws, rules or regulations. Notwithstanding the foregoing, Seller makes no representation as to the compliance or noncompliance of the Property with any applicable building codes.

(j) Environmental. To the best of the knowledge of Seller, there are no "hazardous substances" on the Property except such as are being used, stored, handled and disposed of in accordance with applicable environmental protection laws. Seller has made no investigation or inquiry to determine if any hazardous substances exists on the Property or the nature thereof. Seller has received no notification from any agency responsible for

the enforcement of environmental protection laws of any failure to comply with applicable environmental protection laws. No claim has been asserted against Seller to the effect that Seller is responsible or liable for cleaning up or removing any hazardous substance present on the Property or on other property as a result of activities on, or the contamination of the Property.

As used in this paragraph, "Hazardous Substances" means any substances or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous toxic or radioactive substance or other similar term by any federal, state or local environmental statute, regulation or ordinance presently in effect. The term "environmental protection laws" means all federal, state, and local statutes, regulations and ordinances and administrative and judicial orders defining hazardous substances or relating to the generation, recycling, reuse, sales, storage, handling, transport, and disposal of any hazardous substances.

(k) Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership and operation of the property, including without limitation: (i) statements for real estate taxes, assessments, and utilities, property management agreements, service contracts, leases of personal property or fixtures, leases of all or a portion of the property, and a schedule of tenants, rents, and deposits; (ii) plans, specifications, permits, drawings, surveys, reports, and maintenance records; and (iii) accounting records and audit reports. Buyer shall determine within the due diligence period whether it wishes and is able to assume, as of Closing, all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. Buyer shall be solely responsible for obtaining any required consents to such assumption. Buyer agrees to indemnify and defend Seller from any liability (including for attorney's fees) arising from or relating to performance required after Closing under such leases, contracts, and agreements and leases assumed by Buyer. This Agreement to indemnify and defend Seller shall survive Closing.

(l) Representation. The Buyer acknowledges that Seller is represented by legal counsel. The Buyer acknowledges that he/she has had adequate opportunity to engage counsel of his/her own.

**9. Taxes.** Taxes and assessments on the Real Property shall be paid by the Seller, pro rata, by Closing Date. Buyer shall all taxes and assessments on the Real Property thereafter. Rents, leases, payments, permit fees, grazing allotments, water assessments, and other fees, if any, shall be paid up by Seller as of the Closing Date. Buyer agrees to pay all rents, leases, payments, permit fees, grazing allotments, water assessments, and other fees after the Closing Date. Encumbrances to be discharged by Seller may, at Seller's option, be paid out of the purchase price at the Closing Date.

**10. Possession.** Buyer shall be entitled to possession of the Property on the date of Closing or recording the deed transferring title to Buyer unless otherwise specified herein.

11. **Condition of Property.** Seller agrees that the Property shall be in the same condition, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.

12. **Remedies on Default.**

- (a) If Seller fails to consummate this Agreement in accordance with its terms for any reason within the control of the Seller, Buyer shall have as Buyer's sole remedy the option of either of the following:
  - (i) Rescinding this Agreement by giving written notice to Seller, in which event Buyer shall be entitled to a return of the Purchase Price; or
  - (ii) Enforcing specific performance by Seller of Seller's obligations hereunder.
- (b) If Buyer fails to consummate this Agreement in accordance with its terms for any reason within the control of Buyer, Seller shall have as Seller's sole remedy against Buyer the option of either of the following:
  - (i) Rescinding this Agreement by giving written notice to Buyer, in which event Buyer shall be entitled to a return of the Purchase Price, less 10% to be kept by the Seller; or
  - (ii) Enforcing specific performance by Buyer of Buyer's obligations hereunder.

13. **Attorney Fees.** If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default.

14. **Broker's Fees.** Seller and Buyer represent and warrant to one another that neither has engaged any brokers or real estate agents in connection with this sale who might claim a fee or commission by reason of this sale.

15. **Notice.** Any notice to be given hereunder shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid.

16. **Risk of Loss.** Risk of loss of the Property shall remain with Seller until closing, after which it shall immediately transfer to the Buyer.

17. **Facsimiles and Counterparts.** A facsimile copy of this Agreement containing the signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.

**18. Time and Binding Effect.** Time shall be of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.

**19. Disclosures.**

- (a) **RADON DISCLOSURE:** The following disclosure is given pursuant to the Montana Radon Control Act, MCA § 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If Seller has knowledge that this property has been tested for radon gas and radon progeny, then Seller shall provide Buyer with a copy of the test results and evidence of any subsequent mitigation upon entry into this Sales Agreement.
- (b) **NOXIOUS WEEDS DISCLOSURE:** The following disclosure is given pursuant to MCA § 7-22-2116(2). Some properties in Montana contain noxious weeds and property owners are legally required to control and eradicate noxious weeds. Information regarding a property owners' obligations can be obtained from the local County extension agent or the Weed Control Board.
- (c) **MEGAN'S LAW DISCLOSURE:** Pursuant to the Montana Sexual and Violent Offender Registration Act, certain individuals are required to register their address with law enforcement agencies. Law enforcement offices may make such information concerning registered offenders available to the public. If you would like information regarding the registration of offenders, contact your local law enforcement agency, the Montana Department of Justice or a probation office in your community.
- (d) **MOLD DISCLOSURE:** There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. The seller,

landlord, seller's agent, buyer's agent, or property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to purchase, rent, or lease. **Buyer hereby acknowledges receipt of the Mold disclosure statement set forth above by signing this Agreement.**

**20. Entire Agreement.** This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.

**21. Certification.** Seller represents that Seller is legally authorized and competent to own or transfer real property in the State of Montana.

Buyer represents that Buyer is legally authorized and competent to own or transfer real property in the State of Montana

**SIGNATURES:** I hereby agree to the terms hereof effective the date first written above in this Agreement, and acknowledge receipt of a copy of this Agreement bearing my signature.

**BUYER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**SELLER:**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attest

\_\_\_\_\_  
Date

After recording return to:  
Cannon Transportation  
903 N. Crawford Ave.  
Hardin, MT 59034

## **QUITCLAIM DEED**

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the City of Hardin, a political subdivision of the State of Montana, whose office is located at 406 North Cheyenne Avenue, Hardin, Montana 59034 (hereinafter Grantor) and Cannon Transportation, Inc., a Montana Corporation of 903 N. Crawford Avenue, Hardin, MT 59034 (hereinafter Grantee).

WITNESSETH, Grantor, for and in consideration of the sum of One Dollar and Other Valuable Consideration (\$1.00), receipt of which is hereby acknowledged, does hereby convey, remise, release and forever quitclaim unto Grantee, and to its successors and assigns, all right, title and interest in and to the following described real estate, situated in Big Horn County, Montana, described as:

Lots 7-11, Block 10, Highland Park Subdivision, City of Hardin, Montana,  
Section 23, Township 1S, Range 33E, Montana Principal Meridian

Together with all tenements, minerals and mineral rights, water rights, hereditaments and appurtenances, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title interest, property, possession, claim and demand, whatsoever as well in law as in equity, of Grantor, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances thereto belonging, unto the Grantee, its successors and assigns, forever, subject to all previous reservations, easements, and rights of way.

\_\_\_\_\_  
Mayor Joe Purcell

\_\_\_\_\_  
Date

STATE OF MONTANA    )  
  :ss  
County of Big Horn    )

This instrument was acknowledged before me on October \_\_\_\_, 2018, by Joe Purcell, known to me personally or by proper identification, and known to be the Mayor of the City of Hardin, Montana.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public for the State of Montana  
Residing at \_\_\_\_\_, Montana  
My Commission Expires \_\_\_\_\_

**RESOLUTION NO. 2182**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO AUTHORIZE  
SUBMISSION OF A CDBG GRANT APPLICATION ON BEHALF OF THE BIG HORN  
HOSPITAL ASSOCIATION.**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") is applying for the Montana Department of Commerce for financial assistance from the Community Development Block Grant Program (hereinafter "CDBG") to fund improvements to Big Horn County Memorial Hospital, which is owned and operated by the Big Horn Hospital Association, a non-profit organization located in the City of Hardin;

WHEREAS, the City has the legal authority to apply for a grant on behalf of the Big Horn Hospital Association as it operates a hospital as a non-profit organization, which is available for use by the general public;

WHEREAS, the Big Horn Hospital Association is seeking funding for its Master Facility Renovation and Equipment Replacement project at the Big Horn County Memorial Hospital and has asked for the assistance of the City to apply for a CDBG grant to assist with the renovation project;

WHEREAS, the Council finds that improvements to the Big Horn County Memorial Hospital will benefit the public at large and will benefit the City, and agrees that CDBG funding would be helpful to this cause;

WHEREAS, the Council understands that the Big Horn Hospital Association commits to provide the amount of matching funds as proposed in the CDBG Community and Public Facilities application; and

WHEREAS, the Council understands that the Big Horn Hospital Association will be responsible to comply with all applicable parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited herein, as well as with other applicable federal laws and regulations, and all state laws and regulations and the requirements described in the CDBG Community and Public Facilities Application Guidelines and those that are described in the Grant Administration Manual.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF  
HARDIN, MONTANA:**

The Mayor of the City is authorized to sponsor and submit an application on behalf of the Big Horn Hospital Association to the Montana Department of Commerce, and to act on the City's behalf to provide such additional information as may be required.

The Council further resolves that officers and employees of the City shall have the authority to make any actions necessary to effectively execute this resolution, for the resolution to have full effect.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this \_\_\_\_\_ day of November, 2018.

YEA VOTES \_\_\_\_\_

NAY VOTES \_\_\_\_\_

CITY OF HARDIN

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2183**

**A RESOLUTION OF THE CITY OF HARDIN, MONTANA TO PARTIALLY REFUND ASSESSMENT FOR SOLID WASTE SERVICES.**

WHEREAS, the City Council (hereinafter "Council") of the City of Hardin, Montana (hereinafter "City") previously voted upon and approved Resolution No. 2170 , which established the annual rates for refuse and solid waste services for commercial and residential residents;

WHEREAS, the City and Council have become aware of an error in the amount assessed to a specific property, namely the Golden Bridge Chinese Restaurant, owned by Jian Hao Cai, and at 1485 N. State Highway 47, coded as T002800 in the attachment to Resolution No. 2170;

WHEREAS, City employees have determined that the Golden Bridge Restaurant has been only receiving commercial solid waste services for one garbage can, but has been assessed for the use of two cans and the City employees have determined that the amount of assessment made in error is \$583.50.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HARDIN, MONTANA:

The City shall refund a total of \$583.50 to Jian Hao Cai, owner of the Golden Bridge Chinese Restaurant for the assessment made in error.

The Council further resolves that employees of the City shall have the authority to make any actions necessary to effectively execute this resolution, for the resolution to have full effect.

PASSED AND ADOPTED by the City Council of the City of Hardin, Montana, and APPROVED this \_\_\_\_\_ day of November, 2018.

YEA VOTES \_\_\_\_\_

NAY VOTES \_\_\_\_\_

CITY OF HARDIN

BY: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk